MINING CLAIMS—AGREEMENT FOR PURCHASE—RESCISSION.—The Detroit and Deadwood Gold Mining Company took an option, with right to purchase, upon some land in South Dakota belonging to one Smith, and having paid $5000 per agreement they took posession of the land, put their machinery in place, and sunk a shaft. Title to part of land fails; the Company rescinds the contract and removes the machinery; Smith now brings an action to recover posession of the machinery with damages for wrongful detention and removal. *Held*, that the contract could not be rescinded and Smith is entitled to recover. *Smith* v. *Detroit and Deadwood Gold Mining Co.*,—(1903),—South Dakota—97 N. W. 17.

The majority of the court bases its decision upon two grounds (1st) the agreement that $450 per acre might be deducted from purchase price should title to any of the land fail; (2nd) the land having depreciated in value Smith cannot be placed in the same position as he would have been had the contract not been made. The minority argues, that since there has been a material failure of title the Mining Company may rescind the contract, notwithstanding the agreement. Revised Civil Code of South Dakota for 1903 sections 1283–1284. *Bigham* v. *Madison*, 103 Tenn. 358; that the "same position" means a return of the subject matter and the fact that the value has depreciated has no effect. *Snow* v. *Alley*, 144 Mass. 546; *Goodrich* v. *Lathrop*, 94 Cal. 56.

PARENT'S LIABILITY TO ONE INJURED BY FIREARMS IN SON'S HANDS.—A recent Wisconsin case contains an interesting statement of facts upon which a parent is sought to be held liable, on the ground of negligence, for the torts of an infant son. A father gave his crippled son, who was 17 years of age, a 22-caliber Stevens rifle, which a younger son, a boy of 7 years, was in the habit of carrying to and from the woods for his crippled brother, who walked with difficulty. The father had directed that the younger son should never carry the gun when loaded and had no reason to believe his instructions were not obeyed. The crippled son left the rifle on the bank of a stream while he and others were catching minnows. Plaintiff's minor son of 6 years met his death, while the gun which had been so left, was either on the ground or in the hands of defendant's minor son of 7 years. *Held*, that such facts do not establish the father's negligence as a matter of law. *Taylor* v. *Seil* (1903), Wis.—97 N. W. Rep. 498.

To establish negligence there should be either direct proof of the facts constituting such negligence or proof of facts from which negligence may be reasonably presumed. *Cleveland Terminal & Valley R. R. Co.* v. *Marsh*, 63 Ohio St. 236, 52 L. R. A. 142. The court in refusing to set aside the verdict were not prepared to say that no reasonable mind could reach a conclusion of ordinary care from the facts. It certainly cannot be regarded negligent to intrust a rifle to the care of an ordinary country boy of 18, nor to allow a boy of 7 to carry an unloaded gun. Further than this the actions of the father did not go. See—*Wilson* v. *Garrard*, 59 Ill. 51, *Paulson* v. *Howser*, 63 Ill. 312, *Hagerty* v. *Powers*, 66 Cal. 368, 5 Pac. Rep. 622, 56 Am. Rep. 101. *Hoverson* v. *Noker*, 60 Wis. 511, 19 N. W. Rep. 382, 50 Am. Rep. 381.

PARTNERSHIP—NATIONAL BANKS—RIGHT TO BECOME A PARTNER.—The Elsmere Syndicate was a partnership consisting of forty shares transferable upon the books of the syndicate, the transfer of which was intended to make the transferee a partner without dissolving the firm. M, the owner of nine shares in the syndicate, transferred his shares to the defendant bank to secure his indebtedness to the bank. The plaintiffs, creditors of the syndicate, sued the shareholders, including the bank, seeking to hold them liable as partners.